

1906-011 Chancery Causes. Wright Stickley vs. R. M. Gibson &  
Lee Co.

Hyatt, Allen, Duncan, McDowell, Russell, Goslyn, Gilley

CA - Debt  
T - Property

- Deed



To the Hon H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining your orator, Wright Stickley, would respectfully represent and show unto your honor that on the 5th day of March, 1902, before a justice of the peace of the said county he obtained a judgement against one R.M. Gibson and one J.E. McDowell for the sum of \$33.96, with interest thereon from the 9th day of June, 1899, till paid and \$1.75 costs, which said judgement your orator alleges is still due, owing, and unpaid.

Your orator would further represent and show unto your honor that said judgement was duly docketed in the clerk's office, in judgement lien book No. 4, page, 30.

Your orator would further represent and show unto your honor that at the time of the rendition and docketing of said judgement the said R.M. Gibson was the owner of certain interests in a tract of land situated in the town of Pennington Gap, Va., and containing about 10 acres, which the said R.M. Gibson, H.E. Fugate, W.T. Gilly, B. H. Sewell, D.C. Sewell and Mary Sewell acquired under two deeds made by G.W. Russell as commissioner and in his own right, copies of which said deeds are here filed as part of this bill as exhibits "A" and "B", and for which said parties paid the price of about \$6000.00. By deed dated the 23rd day of Sept., 1891, the said R.M. Gibson and others conveyed a one acre undivided interest in said tract of land to H.C. Joslyn, as will be seen from a copy of the said deed here filed as part of this bill as exhibit "C". the object of said purchase of land from said Russell by said Gibson and others was to lay off and sell therefrom town lots, and said parties styled said land as "The East Pennington Gap Addition". In order to facilitate the conveyance of title to any person who should by lots laid out on said land said parties on the 16th day of October, 1891, conveyed said title to X.A.G. Hyatt as trustee, as will be seen from the said deed a copy of which is here filed as part of this bill as exhibit "D". It will be seen from this deed that said parties undertook to fix the



interest of the respective parties in said tract of land, and it is stated that the interest of the said R.M. Gibson is one and one half acres. So the interest in said land of said Gibson would be  $1.5 \div 10.76$ , which is approximately equal to 13.9 % of the whole. Your orator further alleges that said parties sold since said ~~xxxx~~ judgement was docketed a lot to P.H. Allen for the sum of \$118.75, and the same was conveyed by said Hyatt Trustee by deed dated the 21st day of March, 1903, as will be seen by a copy of the said deed here filed as part of this ~~xxxx~~ bill as exhibit "E". and said tract of land is subject to the judgement of your orator as to the interest of R.H. Gibson.

On the 31st day of March 1894, R.M. Gibson and wife executed a deed of trust to secure a debt to the Powell's Valley Bank on which (Z.S. Gibson was surety for the sum of \$500.00, and as surety on a note to G.W. Russell for \_\_\_\_\_ dollars, (no amount stated in said deed). Your orator here files a copy of said deed of trust which is made to C.T. Duncan as trustee, as exhibit "F". Your orator does not know but is informed that said debts secured by said deed of trust has been paid, and as no amount was stated as to the Russell debt, your orator is informed that part of said deed of trust would be void as to creditors and purchasers.

Your orator is also informed, believes and charges that the said R.M. Gibson is the owner of other real estate, but the deeds he has for the same, if any he has your orator can not find upon record.

The prayer therefore of your orator is that the said R.M. Gibson Z.S. Gibson, J.E. McDowell, ~~HxExFx~~ A.G. Hyatt, trustee, P.H. Allen and C.T. Duncan, Trustee, and G.W. Russell, be made parties defendant to this bill of complaint and be required to answer the same under oath. That a commissioner be appointed to ascertain the liens and priorities against said land of said Gibson, and what land he owns, and upon a hearing a decree be rendered directing a sale of enough thereof as shall be necessary to satisfy said liens and the costs of this suit.

And may all other, further and general relief be granted your



orator that the bature of his cause and good concience requires,  
and he will ever pray &c.

Pennycuik Bros P.Q.



Plffs. Costs.

Clerk. \$15.61

atty 15.00

Shff. 4.70

Comm. 16.50

Paid by wife 1.00

50 cents Estimated 5.00  
\$57.81

Shff. 50¢

Wright Stickless

By Bill Drichman

R. M. Gibson & Co.

1904 1<sup>st</sup> Dec. Rules

Bill filed Sp. 24-  
resented as to R. M. Gibson,  
A. G. Hyatt, Trustee, P.  
H. Allen, J. S. Gibson, C. T.  
Duncan, Trustee, and D. W.  
as to them

" 2<sup>nd</sup> Dec Rules

D. W. confirmed as to R.  
M. Gibson, A. G. Hyatt Trust-  
ee, P. H. Allen, J. S. Gibson &  
C. T. Duncan Trustee & cause  
set for hearing as to them.

1905 1<sup>st</sup> Feb. Rules

Alia Sp. 24 ruled, &  
D. W. as to R. M. Russell

" 2<sup>nd</sup> Feb Rules

D. W. confirmed & cause  
set for hearing.

Pennington Brass

ATTORNEYS AT LAW,

JONESVILLE AND PENNINGTON GAP VA.



To the Honorable H.A.W.Skeen, Judge of the Circuit Court of Lee County, Virginia:

The joint and several answer of Z.S.Gibson and R.M.Gibson to a bill exhibited against them and others in this Honorable Court by Wright Stickley.

Respondents say that it is true that the plaintiff recovered against the said R.M.Gibson and J.E.McDowell the judgment set out by him in his bill. This judgment was obtained upon a partnership liability in which both the said R.M.Gibson and the said J.E.McDowell were liable, and your respondent the said R.M.Gibson has offered more than once to pay his part of said liability, but the said Stickley would not accept the same and now seeks to recover the whole off of your respondent R.M.Gibson, not even making the said J.E. McDowell, by process, a party to this suit.

It is further true that at the time of the rendition of said judgment that your respondent R.M.Gibson had an interest along with H.E.Fugate, Willia, T.Gilley and others in 10.76 acres of land situated at and near the town of Pennington Gap. The interest which your said respondent owns in said tract of land is 926/5380, which is more fully shown by an article of agreement made and entered into between the partners in said land purchase shortly after the purchase thereof, which is duly recorded in the Clerk's office of the Lee County Court and is dated, some time in year 1891 or 1892, and a copy of said agreement will be filed herewith if deemed necessary. Since said agreement was made and entered into some of said property which had at that time been laid off into lots, streets and alleys, has been sold, and just how much remains, your respondent is not advised. As stated in the bill the legal title in said land is in A.G.Hyatt, Trustee. It is further true that on the 31st day of March 1894, your respondent R.M.Gibson and wife executed a deed of trust on said land, or interest in land and on certain personal property, designated in said deed of trust, to C.T. Duncan, Trustee, the purpose of which was to secure your respondent Z.S.Gibson in various debts, for which he was the surety of your respondent the said R.M.Gibson, all of which more fully appears from a copy of said deed of trust filed with the plaintiff's bill as exhibit "F" All of the ~~debt~~ debts thus secured have been paid



by your respondent Z.S.Gibson the surety therein, except the \$50.00 in favor of Z.S.Gibson sr. which is still outstanding and unpaid, and which will have to be paid by the said Z.S.Gibson, and the sum of \$19.08 on one of the G.W.Russell notes, which was paid by the said R.M.Gibson out of notes of Job.Poteet and wife. Your respondent the said Z.S.Gibson files herewith and as a part hereof the note of the Powells Valley Bank referred to in said deed of trust and the three notes due to Geo.W.Russell likewise referred to in said deed of trust. There still remains due one the debts so secured by said deed of trust to your respondent the said Z.S. Gibson the sum of about \$ 402.30 *Said notes are marked X1, X11*

The personal property embraced in said deed of trust and sold and appropriated to the payment thereof aggregated the sum of \$356.00, and is credited on said deed of trust as of the date thereof, and he has further collected on the sum so paid out by him on Oct. 10th, 1894, \$100.55, in two notes which he accepted, on January 7th, 1896 he was paid \$75.33 in another note which he accepted, and on March 27th, 1897 he accepted another note for \$53.80 as a credit on said deed of trust, and on Dec. 10th, 1898 he accepted another note for \$69.15 as a credit on said deed of trust, and on Apr. 2nd, 1900 he accepted another note for \$183.13. From the foregoing it clearly appears that the allegation of the plaintiff's bill that said debts so secured in said deed of trust have been paid off, is not true, and your respondent Z.S.Gibson denies most emphatically that because the amount of the G.W.Russell notes is not specified in said deed of trust, renders the deed of trust void as to them.

Your respondent the said R.M.Gibson will now further show your Honor that shortly after the purchase of the real estate mentioned in the bill, he purchased from said Company, his partners, a lot at the price of about \$300.00 as he remembers, which was to be paid for out of his dividend in the sale made of said property, and that pursuant thereto the following dividends of his have been taken and applied to the purchase price of said lot, to-wit, \$45.78 Nov. 16, 1895; \$12.90, Aug. 30th, 1897; \$18.07, Jan. 20th, 1900; \$23.44 Mch. 28, 1901; \$20.31, July, 18, 1903; \$38.72; Mch. 9, 1904; and he is informed that there are some rents that are probably due to him on



said lot. It is proper to state in this connection that he sold said lot to Job Poteet and wife and that he turned over to G.W. Russell the balance due him from the said Poteet and wife towards the payment of other notes due by him to the said G.W. Russell on the purchase price of said property, for which the said Z.S. Gibson was likewise surety.

Your respondent the said Z.S. Gibson files herewith <sup>as Exhibit X</sup> a statement and calculation of the amounts due him and secured by said deed of trust, leaving as above stated a balance due him of \$402.30, and he denies that said plaintiff has any right to subject said property to sale or to the payment of any cost until his debt is paid and he hereoffers to relinquish any interest he has in said property and have the same conveyed to the plaintiff if he will pay said debt to him, as he does not consider said property worth the debt that is still due to him, all of which was known to the said plaintiff or might have been known to him by the use of any kind of dilligence or inquiry before he instituted his suit.

And said respondents now having fully answered, they each pray to be hence dismissed with their reasonable cost in this behalf expended.

Duncan + Cridlin p.d.



R.M. Gibson et al  
ads. { In cly.

Wright Stickley

Answer of R.M. & Z.S. Gibson

Filed in open court  
they leave thereof on  
Feb'y 20th 1905.  
J.H. T. Young, Clerk.



To the Hon. H. A. W. AKeen, Judge of the Circuit Court for Lee County.

WRIGHT STICKLEY.

VS.

R. M. Gibson Et. Al.

This cause came on again this day to heard upon the papers  
formerly read therein and the report of C. T. Duncan, Special Com-  
missioner accompanied by deed and was argued by counsel. And there  
being no exceptions to said deed or said report, it is adjudged  
and that said J. W. Lunt & Robt. Gibson pay to  
ordered and decreed that they and each of them be confirmed and noth-  
ing remaining further to be done in said cause it is stricken from  
the docket.

*W. H. Lunt & Robt. Gibson for and by J. W. Lunt & Robt. Gibson*



Wright Buckley  
75 3 Surgical  
R. M. Gibson. etc.

Entered in C.B.  
#8, page 238 re.

Enter this name

H. A. W. Skene  
Dec 13<sup>th</sup> 1906



Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Tuesday, the 29th day of May, 1906.

Wright Stickley

Plaintiff,

vs

In Chancery

R. M. Gibson et al

Defendants.

This cause came on this day to be again heard upon the papers formerly read in the cause and the report of C. T. Duncan, Special Commissioner filed in said cause on the 17th day of April, 1906, and was argued by counsel.

On consideration of which and there being no exception to said report the same together with the sale therein reported is approved and confirmed.

And it appearing to the court from said report that the land sold for enough only to pay the debt reported in favor of Z. S. Gibson, who had the first lien thereon, and the costs of suit, and commission ~~and~~ of sale, and that the said purchasers are now the owners of said debt, it is adjudged, ordered and decreed that C. T. Duncan who is hereby appointed a Special Commissioner for the purpose do convey with covenants of special warranty to the said John W. Trent and Robert Gibson said land or interest in land so sold by him, be 926/5380 of the remaining lots of the East Pennington Gap Improvement Company, and report his action to some future term of the court. Said Duncan will pay out the costs in his hands to those entitled taking proper receipts for the same. And this cause is continued.

*A Copy Teste:*  
*H. T. Ewing,*  
*Clk.*



Wright Stickley  
vs. Deere  
R. M. Gibson et al

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Exceeded by Delivery  
7 true copy of the  
within Deere  
To C. H. Duncan  
This the 28 day of  
June 1906

C. H. Duncan  
AS

~~for~~  
for P. M. Ball 886



Wright Stockley - - - - -Plaintiff

VS.

In chancery.

R. M. Gibson et al - - - - - Defendants.

This cause came on this day to be again heard upon the paper's  
formerly read in the cause and the report of C.T.Duncan, Special  
Commissioner filed in said cause on the 17th day of April, 1906.  
and was argued by counsel:

On consideration of which and there being no exceptions to said report the same together with the sale therein reported is approved and confirmed.

And it appearing to the Court from said report that the land sold for enough only to pay the debt reported in favor of Z.S. Gibson, who had the first lien thereon, and the costs of suit, and Commissions of sale, and that the said purchasers are now the owners of said debt, it is adjudged ordered and decreed that C.T.Duncan who is hereby appointed a Special Commissioner for the purpose do convey with covenants of Special Warranty to the said John W. Trent and Robert Gibson said land or interest in land so sold by him, be- 926/5380 of the remaining lots of the East Pennington Gap Improve- ment Company, and report his action to some future term of the Court Said Duncan will pay out the costs in his hands to those entitled taking proper receipts for the same. And this cause is continued.



Wright Stedley

vs.  $\frac{1}{2}$  Devere

R M Gibson & Co.

Entered in CLB  
#8 Page 186

Enter this name

May 29<sup>th</sup> 1906.

H. W. Sherr



Wright Stickley,

Complainant,

vs

In Chancery,

R.M.Gibson, et al.,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of A.M.Goins filed therein on the 10th day of Feby, 1906, and was argued by counsel.

On consideration of all which, and the said report being unexcepted to, the same is hereby approved and confirmed, and the said C.T.Duncan, who was hertofore appointed a special comr. to make sale of the interest of the saie R.M.Gibson in the land in the bill and proceedings mentioned, will proceed to execute the decree in which he was appointed as said commissioner and report his action to the next term of this court and this cause is continued.



Wright Stokes

7. 2 Dec

R. M. Gibson

Entered in C. B.

# 8, Page 128.

Entered this

July 20, 1906

H. A. W. Stone



Wright Stickley,

Complainant,

vs.

In Chy.

R.M.Gibson et al.,

Defendants.

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This cause came on this day to be heard upon the papers formerly read therein and the suggestion of C.T.Duncan, Commissioner, who was hereinbefore appointed to make sale of the land of R.M.Gibson. described in this cause, that he was unable to make sale of said Gibson's land, because he was unable to ascertain from the papers in the cause what interest said R.M.Gibson has therein, and was arrued by counsel.

On consideration of all which it is adjudged, ordered and decree that A.M.Goins, who is hereby appointed a special commissioner for that purpose, will after having given the parties or their attorneys five (5) days notice of the time and place of his sitting, proceed to ascertain and report to this court at the next term, the amount and the description of the interest of R.M.Gibson in the land described in this cause. And this cause is continued.



Knight Stickers

51.  $\frac{1}{2}$  Klare -

R. M. Gibson & Co

Entered in O.B.  
No. 8 Page 97re -

Enter this Dec 13  
1895

H. A. C. S. C. C.



VIRGINIA,

At a Circuit Court continued and held for Lee County, at the Court-house thereof on Friday the 19th day of May, 1905.

Wright Stickley,

Complt.

Vs. In Chancery

R. M. Gibson, et al

Defts.

This cause came on this day, to be heard the papers formerly read therein and the report of Special Commissioner, A. M. Goins, filed herein on the 7th day of April, 1905, and was argued by Counsel.

On consideration of all which, and said report being unexcepted to the same is hereby approved and confirmed ; and it is adjudged ordered and decreed that unless the several debts reported by said Goins as liens upon the real estate in the bill and proceedings, mentioned be paid within 30 days from this date, then C. T. Duncan who is hereby appointed a Special Commissioner for the purpose, will after first having executed bond before the Clerk of this Court in the sum of \$800.00, conditioned as the law requires, and after advertising the time, terms and place of sale for 30 days by written or printed notices posted at the front door of the Court-house in the town of Pennington Gap, and at such other places as he shall deem proper proceed to make sale at the front door of the Court-house of Lee County, at public outcry, to the highest bidder, the said real estate, on a credit, by consent, of six and twelve months time, except a sum sufficient to pay the commissions of sale, and the costs of this suit, which he will require to be paid in hand, and to himself as such Commissioner with good personal security, bearing interest from the date of sale, and he will report his action to the next term of this court, and this cause is continued.

A Copy-Teste:

W. H. T. Ewing Clerk.



Wright-Stickley  
vs. Decree  
R. M. Gibson et al  
                      
J. C. Miller

Copy 30¢

Clerk  
Executed May 27,  
1902. M. D. Denny  
D. S. Shiff. 50¢



Wright Stickley,

Complainant,

vs In Chancery

R.M.Gibson et al,

Defendants,

This cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioner A.M.Goins, filed herein on the 7th day of April, 190<sup>5</sup>, and was argued by counsel.

On consideration of all which, and said report being unexcepted to the same is hereby approved and confirmed; and it is adjudged ordered and decreed that unless the several debts reported by said Goins as liens upon the real estate in the bill and proceedings mentioned be paid within 30 days from this date, then *W.T. Duncanson* - who is hereby appointed a special commissioner for the purpose will, after first having executed bond before the clerk of this court in the sum of \$800.00, conditioned as the law requires, and after advertising the time, terms and place of sale for 30 days by written or printed notices posted at the front door of the court house, in the town of Pennington Gap, and at such other places as he shall deem proper, proceed to make sale at the front door of the court house of Lee County, at public outcry to the highest bidder the said real estate, on a credit <sup>by contract</sup> of one and ~~two~~ <sup>12 months</sup> years time except a sum sufficient to pay the commissions of sale and the costs of this suit, which he will require to be paid in hand, and for the deferred payments he will take notes payable to himself as such commissioner with good personal security, bearing interest from the date of sale, and he will report his action to the next term of this court and this cause is continued.



Wright Shickley

Decr for  
y Dall

P.M. Gibbons & Co

Entered in Q.B.  
No-8 p-4000

Enter this May  
19, 1905

J. A. W. Stearns



Wright Stickley,

Complainant,

vs

In Chancery,

R.M.Gibson, Z.S.Gibson, A.G.Hyatt, trustee, P.H.Allen, .

C.T.Duncan, Trustee, and G.W.Russell, Defendants.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therewith, and the joint answer of R.M. and Z.S.Gibson, and general replication thereto, and was argued by counsel:

On consideration of all which, and it appearing to the court that the other defendants have been duly served with process ~~for~~ and they each failing to appear plead or answer the said bill of said complainants is as to them taken for confessed; and it is adjudged ordered and decreed that A.M.Goins who is hereby appointed a special commissioner for the purpose will after having given the parties of their attorneys five days notice of the time and place of his sitting, will proceed to ascertain the amount due upon the deed of trust in the said bill and answer set out, and all other liens and their several priorities, and any other matter deemed pertinent by himself or specially required by any person in interest, and report his action herein at the next term of this court, and this cause is continued.



Night Stickles

3 Decra for  
of 3 account  
3 M. Lavis Carr

P. M. Gibbston

Entered in C. O. B.

7. page. 600

Enter this Decra  
July 25, 1905  
J. A. W. Skene



VIRGINIA,

At a Circuit Court continued and held for Lee County at the Court-house thereof, on Saturday the 25th day of February, 1905.

Wright Stickley

Complainant,

vs. In Chancery.

R. M. Gibson, Z. S. Gibson, A. G. Hyatt, Trustee, . . . . .

P. H. Allen, C. T. Duncan Trustee, & G. W. Russell Defendants.

This cause came on this day to be heard upon the bill of the Complainant and exhibits filed therewith, and the joint answer of R. M. & Z. S. Gibson and general replication thereto and was argue by counsel; On consideration of all which and it appearing to the Court that the other defendants have been duly served with process and they each failing to appear, plead or answer the said bill of said Complainants is as to them taken for confessed; and it is adjudged, ordered and decreed that A. M. Goins, who is hereb appointed a special Commissioner for the purpose will after having given the parties of their attorneys five days notice of the time and place of his sitting, will proceed to ascertain the amount due upon the deed of trust in the said bill and answer set out, and all other liens and their several priorities and any other matter deemed pertinent by himself or specially required by any person in interest, and report his action herein at the next term of this Court, and this cause is continued.

A Copy-Teste:

*H. C. S. Ewing* Clerk.  
*By M. E. Hawley D.C.*



Knight Stierly.  
Is. } Copy of Decree  
R.M. Gibson et al

Cherh 30¢

~~Copy~~

Executed by de-  
livering a <sup>perfect</sup> true  
copy of the decree  
Mar. 14 1905

J.W. Galt  
D.S.

for R.M. Gibson



VIRGINIA,

At a Circuit Court continued and held for Lee County, at the Court-house thereof, on Saturday the 25th day of February, 1905.

Wright Stickley

Complainant,

vs. In Chancery.

R. M. Gibson, Z. S. Gibson, A. G. Hyatt, Trustee

P. H. Allen, C. T. Duncan Trustee & G. W. Russell Defendants;

This cause came on this day to be heard upon the bill of the Complainant and exhibits filed therewith, and the join answer of R. M. & Z. S. Gibson and General replication thereto and was argued by counsel: On consideration of all which and it appearing to the Court that the other defendants have been duly served with process and they each failing to appear, plead or answer the said bill of said Complainants is as to them taken for confessed; and it is adjudged, ordered and decreed that A. M. Goins, who is hereby appointed a special Commissioner for the purpose will after having given the parties or their attorneys five days notice of the time and place of his sitting, will proceed to ascertain the amount due upon the deed of trust in the said bill and answer set out, and all other liens and their several priorities and any other matter deemed pertinent by himself or specially required by any person in interest, and report his action herein at the next term of this Court, and this cause is continued.

A Copy-Teste:

A Copy-Teste: H. C. T. Ewing Clerk.  
By M. D. H. D. C.



A. M. Soins

Clerk 30¢

Copy



H.C.Joslyn, a witness of lawful age, being first duly sworn, deposes and says:-

Q. What connection, if any, have you, with the plat of land at or near Pennington Gap, known as the East Pennington Gap Addition?

A. I am a stock-holder in said company, and Treasurer of the same.

Q. Please state if you know the interest of R.M.Gibson, if any, in said addition.

A. The property purchased by said company cost \$5380.00; Mr. Gibson paid into the same the sum of \$926.00, and was therefore entitled to 926/5380, that is origionally. There has been sold off several lots, the exact number I do not know, but I would estimate that about one-third of the lots as laid off have been sold. The original number of lots as laid off were 93. I am likewise informed, and I see by reference to the same, that on the 31st day of March, 1894, the said R.M.Gibson conveyed his interest in said tract of land to C.T.Duncan, trustee, to secure various debts to Z.S.Gibson, some of which were then due to the said Gibson, and others were debts for which the said Z.S.Gibson was his surety. Subject to said deed of trust and any other liens, if such there be existing against said Gibson, he still owns 926/5380 of said property. In addition to this he purchased one of said lots from the company, upon which there was then a house, at the price of \$300.00, as I am informed. This purchase was made sometime along about the beginning of the year 1893 or 1894. As I have always understood it, he was to pay for said lot out of <sup>off</sup> dividends which should become due to him as a stock-holder from the sales of other lots, and in this way he has paid at different times, or, in other words, we have retained \$194.50, his part of the dividends, and have applied that amount to his purchase price of the lot. Sometime after the said R.M.Gibson purchased and took possession of the house, he sold, or contracted to sell <sup>it</sup> to one Job Poteet; Poteet occupied it a while, paid Gibson, as I have been informed, considerable on it, <sup>but</sup> afterwards abandoned it and went to Texas, and as I have been further informed, R.M.Gibson turned over said property to Geo.W.Russell, for the debts he had against it, or something of the kind, at any rate Mr.Russell is now claiming the lot, or claiming to have an interest in it. W.T.Gilley, one of the stock-holders in said company, and the agent for the sale of lots, can furnish more specific information in reference to this matter



than I can.

And further this deponent saith not.

.....H. C. Joslyn.....

*Witness claims one day,  
50 cts*

W.T.Gilley, another witness of lawful age, being first duly sworn, deposed and says:

State your connection, if any, with the plat of land at or near Pennington Gap, know as the East Pennington Gap Addition, and what interest, if any, R.M.Gibson owns in said company.

A. I am a stock-holder in said company, and am general manager and salesman for said company of its lots; R.M.Gibson at the time of the organization of our company paid in \$926.00, and the property cost \$5380.00, which made Mr.Gibson own 926/5380 of the original stock.

Q. As general manager and sales agent for said Company, state as nearly as you can how many lots in said Addition has been sold and how many the Company still owns.

A. There was 93 lots at first, as the Addition was laid off; 21 of which have been sold. This would leave 72

Q. Did you company have a list price of said lots?

A. I think so.

Q. In the sale of them have you adhered to the list price or has it been varied from?

A. It has been varied from since the first three lots were sold, and the price has been reduced.

Q. What is about the average price of the lots still remaining on hand as you company holds it?

A. If things stay as they are, I think they ought to average something like \$75.00, though there are some lots there if they are ever sold they will have to be sold very low. Yet there are several good lots yet on hand.

Q. You speak of a lot having been sold for a church and another for the parsonage. Were these lots sold or given away.

A. As to the church lot I cannot say. My part of it I remember went free. Capt. Joslyn told me he gave his free, and I rather think the Fugate boys gave theirs. The Sewell boys objected to giving theirs and I ~~xxxx~~ do not remember what was done with the Gibson



interest. This was not a transaction through or by me as general manager. The parsonage lot was sold for \$75.00 in cash.

Q. Do you know anything about the purchase from said Company of a lot by R.M.Gibson? If so, state all you remember in regard to that transaction.

A. All stock-holders at the time the written agreement was entered into between us had a right to take a lot at the list price. And Mr. Gibson took a lot which had a house on it at the list price which was \$300.00. ~~xxxx~~ And was to pay for it out of his part of the dividend or the sale of lots. And in this way as I am informed by Capt. Joslyn, the Treas.of said Company, \$194.50 has been paid. If the \$194.50 only comes out of Mr. Gibson's dividend he is entitled to a credit in addition thereto of <sup>\$59.00</sup> ~~\$59.00~~, or about that sum for rents.

Q. State as nearly as you can the sum you have realized from the sales of the lots.

A. I have not got my book with me but my recollection is that lots sold have brought some place between \$1800.00 and \$1900.00, but a part of this amount has not been collected by the Company. One of which is <sup>the</sup> a lot sold to R.M.Gibson, and part of the lot sold to Stuart, and others.

And further this deponent saith not.

.....

*W. T. Gilley*

Witness claims one day, \$50

State of Virginia, County of Lee, to-wit:-

I, A.M.Goins, special commissioner in the chancery cause of Wright Stickley vs.R.M.Gibson et al., do hereby certify that the foregoing depositions of H.C.Joslyn and W.T.Gilley were duly taken under oath after notice, and subscribed before me, and at my office in the town of Jonesville.

Given under my hand, this Feb. 10th, 1906.

..... *A. M. Goins* .....

Special Commissioner.



Night Stickley  
vs. { Deposition v.

R. M. Gibson et al.

Costs -

Witness -

H. C. Joslyn, 50 cts

W. J. Gilley 50 "

Total, \$ 1.00

.20

Sheriff

\$ 1.20



COMMISSIONER'S REPORT.

Wright Stickley,

Complainant,

vs.

In Chancery.

R.M.Gibson et al.,

Defendants.

-----

To the Hon. H.A.W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Your undersigned commissioner, appointed by decree entered in the above styled cause on Feb. 25th, 1905, ~~ake~~ leave to report that, after having given notice to the attorneys of the parties in interest, as required by said decree, and as will be seen from said notice herewith filed, marked "N", he proceeded, on the 27th day of March, 1905, at his office in the town of Jonesville, the time and place designated in said notice, to do and perform the matters and things in said decree directed; and the proceedings having been thenceforward continued from day to day, and being at length completed, the result is herewith respectfully submitted.

Your commissioner is directed by the aforesaid decree, "to ascertain the amount due upon the deed of trust in the said bill and answer set out, and all other liens, and their several priorities, and any other matter deemed pertinent by himself or specially required by any person in interest."

In obedience to the foregoing requirements your commissioner files herewith, as part hereof, statement "A", which is a statement showing the balance due on said deed of trust, and the other liens, against the said R.M.Gibson, as of May 15th, 1905, and the order of priority of said deed of trust and other liens, as indicated by the numerical value of the figures in the left hand margin of said statement. According to said statement "A" there is due on said deed of trust, as of May 15th, 1905, a balance of \$376.83, (See calculation "B", filed herewith as part hereof), and on the judgment, reported in said statement "A", in favor of Wright Stickley, there is due, as of May 15th, 1905, the sum of \$47.80, making a total, due as of May 15th, 1905, of \$424.63, exclusive of the costs of this suit.



Your commissioner now having reported upon the matters specially referred by the court, and not being required by any person in interest, or himself deeming it necessary, to report upon any other matter, he here respectfully submits this his report, this ~~April~~ 7th, 1905.

*A. M. Goins*

Special Commissioner.

Fee for this Report, \$ 9 00

Fee charged to Wright Stickley.

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 12 hours, in performing the services for which the fee above stated is charged, and do so certify, this 7<sup>th</sup> day of April, 1905.

*A. M. Goins*

Special Commissioner.



LIST OF LIENS AGAINST R.M.GIBSON.

---

1.	<p>To balance due on debts secured by deed of trust from R.M.Gibson and wife to C.T.Duncan, trustee for the benefit Z.S.Gibson--Deed dated March 31, 1894, and recorded April 10th, 1894. Balance due on same as of May 15, 1905, as per calculation filed herewith, as part hereof, marked "B", . . .</p>	<p><u>\$376.83</u> <u>\$376.83</u></p>
<hr/>		
2.	<p>To judgment in favor of Wright Stickley vs. R.M. Gibson and J.E.McDowell--Judgment rendered by J.P., March 5th, 1902, and docketed April 21st, 1902, for . . . . .</p> <p>" Int. on same from 6/9/1899 to 5/15/'05, . . . . .</p> <p>" Costs on judgment, . . . . .</p>	<p>\$ 33.96</p> <p>12.09</p> <p>1.75 \$ 47.80</p> <p><u>\$424.63</u></p>
<hr/>		
	<p>TO TOTAL DUE ON D.T. AND JUDGMENT, as of 5/15/'05, .</p>	<p><u>\$424.63</u></p>



NOTICE.

VIRGINIA,

At a Circuit Court continued and held for Lee County at the courthouse thereof, on February 25th, 1905:

Wright Stickley,

Complainant,

vs.

In Chancery.

R.M.Gibson, Z.S.Gibson, A.G.Hyatt, trustee, P.H.  
Allen, C.T.Duncan, Trustee, and G.W.Russell,

Defendants.

-----  
EXTRACT FROM DECREE.

\*\*\*\*\*"And it is adjudged, ordered and decreed that A.M.Goins, who is hereby appointed a special commissioner for the purpose, will, after having given the parties or their attorneys five days notice of the time and place of his sitting, proceed to ascertain the amount due upon the deed of trust in the said bill and answer set out, and all other liens, and their several priorities, and any other matter deemed pertinent by himself or specially required by any person in interest".

.....  
Clerk.

\*\*\*\*\*

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that on the *27<sup>th</sup>* day of *March*, 1905, at my office in the town of Jonesville, I shall proceed to execute the same, when and where they are required to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the court.

*A.M. Goins*  
.....  
Commissioner.



Night Stickley  
vs { Dr. Cady.

R. M. Gibson et al.

Leyla C. Surin a  
 Captain of the  
 7th Cavalry.

Reineke

L. T. Bacon  
 W. B. Broughton  
 Shakers

Notice  
"N"

~~Robert A. Thompson~~



Wright Stickley  
vs. } Comr's Report

R. M. Gibson et al.

Report filed April 7<sup>th</sup> 1905.

H. C. T. Ewing Clk

Comr's Fee, \$9<sup>00</sup>



COMMISSIONER'S REPORT.

Wright Stickley, . . . . . Complt.

vs. In Chancery.

R.M.Gibson et al., . . . . . Defts.

+++++

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee  
County, Virginia:

Your undersigned commissioner, appointed by decree entered in the above styled cause on December 13th, 1905, asks leave to report that, after having given notice to the attorneys of the parties in interest, as required by said decree, and as will be seen from said notice herewith filed marked "N", he proceeded on the 20th day of January, 1906, at his office in the town of Jonesville, the time and place designated in said notice, to do and perform the matters and things in said decree directed; and the proceedings having been thence forward continued from day to day, and being at length completed, the result is herewith respectfully submitted.

Your commissioner is directed by the aforesaid decree, "to ascertain and report to the court at the next term the amount and description of the interest of R.M.Gibson in the land described in this cause".

In obedience to the foregoing requirement, your commissioner, governed by the evidence before him, reports as follows: The original boundary of land set out by the complainant in his bill was 10 and 76/100 acres, which was laid out into town lots, streets and alleys, the lots as originally laid out numbering 93, and the size and location of the same may be seen from the plat of said company filed in the clerk's office of Lee county, Virginia, to which reference is here made. In the original bounday of land, as laid out into lots, streets and alleys, as aforesaid, the said R.M.Gibson was the owner of 926/5380, or of that proportional part of the stock in said company, (See agreement recorded in Deed Book #27, p.563 &c.). Since the purchase by said company of said original boundary of land, and its division into lots, as aforesaid, said company has sold off to different parties 21 lots, thus leaving 72 lots undisposed of, or still belonging to said company, and of these remaining 72 lots, so remaining in the possession of said company, the said R.M.Gibson, according to the terms of the agreement above referred to, recorded



in Deed Book 27, p. 563 &c. is entitled to 926/5380, or to this fractional part of the stock of said company. It is estimated by W.T. Gilley, general manager of said company, who gives his deposition before this commissioner, that said 72 lots yet remaining unsold ought to average on sale the price of \$75, which would make the total value of the lots yet unsold something like \$5400, and the interest of the said R.M. Gibson in this sum would be something like \$900. But your commissioner being only required by the decree aforesaid to report "the amount and description of the interest of R.M. Gibson in the land described in this cause," he here briefly reports, from the evidence before him, that it is 926/5380 of the 72 lots yet remaining unsold, according to the plat of said company recorded in the clerk's office of Lee county, Virginia.

And now having reported upon the matters specially referred by the court, and not being required by any party in interest, or himself deeming it necessary <sup>to report upon any additional matter</sup>, he here respectfully submits this his report, and the evidence produced before him, this Feb. 10th, 1906.

..... *A. M. Goins* ,  
Special Commissioner.

\*\*\*\*\*

Fee for this Report, \$ 7 <sup>50</sup>/<sub>100</sub>

Fee charged to \_\_\_\_\_

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 10 hours, in performing the services for which the fee above stated is charged, and do so certify, this 10<sup>th</sup> day of Feb., 1906.

*A. M. Goins*,  
Special Commissioner.



COMMITTEE REPORT.

Wright Stickney, . . . . . commit.

vs. W.M. Wilson et al., . . . . . Hoffa.



Wright Stickley

vs. { Comr's Report # 2.

R. M. Gibson et al.

Report filed Feb. 10<sup>th</sup>, 1906,

L. H. Ewing, Clerk.

Comr's fee,	\$7.50
Witnesses,	1.00
Sheriff, one wit.	.20
Total,	<u>\$8.70</u>



WRIGHT STICKLEY - - - - - Plaintiff,

Vs.

In Chancery,

R. M. GIBSON, ET AL - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of  
Lee County, Virginia,

The undersigned, Special Commissioner in the above styled cause begs leave to report that at the front door of the Courthouse of Lee County on the 16th day of April, 1906, pursuant to a decree theretofore entered in said cause, he offered for sale the land or interest in land in the bill and proceedings mentioned, the same being 926/5280 of the remaining lots in the town site of the East Pennington Gap, being the remainder of a tract or parcel of land containing at the time it was laid off into lots 10.76 acres, and when laid off into lots containing 93 lots exclusive of streets and alleys. Your Commissioner was directed to sell said land for cash sufficient to pay the costs of suit and Commissions of sale, and for the residue on a credit of six, twelve and eighteen months, taking bond with good personal security, and at said sale John W. Trent and Robert Gibson became the purchasers at the price of \$458.00 which was a sum just sufficient to pay the debt in favor of Z.S. Gibson, the father and father in law of said purchasers, who was the principal creditor in said suit. The debt of the said Z.S. Gibson amounted to \$391.81 including interest to the day of sale. Purchasers paid me down in cash the sum of \$76.26, and executed their notes for the residue for \$391.81 with Z.S. Gibson as security. This sale I regard as a good one and recommend its confirmation.

On said day of sale the said Z.S. Gibson assigned his debt for which said land was sold to the said John W. Trent and Robert Gibson, and asked that the land be conveyed to them. Which your Commissioner recommends should be done and their notes surrendered up to them.

Very respectfully submitted.

C. J. Bureau  
Special Commissioner.



Wright Stickney

vs. { Report, Report.

R. M. Gibson et al

Filed April 17<sup>th</sup> 1906

H. L. Ewing, Clerk.



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee  
County.

WRIGHT STICKLEY

VS.

R. M. Gibson, Et. Al.

Your undersigned special commissioner who was by a decree entered in  
this cause on the 29th day of May, 1906 directed to convey by deed  
with special warranty the land or interest in land sold by him in  
said cause, begs leave to report that he has performed said duty  
and made and acknowledged said deed and here files the same at part  
hereof marked "A". He asks that said deed be confirmed and that he  
be allowed \$5.00 for making and executing said deed.

Respectfully submitted.

*H. J. Lameau*

Special Commissioner.



Wright Strickley

vs } Report &  
      } Deeds

R M Gibson et al

Filed Dec 13<sup>th</sup> 1906

H. C. P. Ewing

Clk.



THIS DEED made this 19th day of September, 1891 between George W. Russell Commissioner as hereinafter stated, of the County of Lee and State of Virginia, of the first part, and R. M. Gibson, H. E. Fugate, W. T. Gilley, B. H. Sewell and David C. Sewell and Mary C. Sewell his wife of the second part, WITNESSETH. That by a decree of the Circuit Court of Lee County entered in the Chancery cause of George W. Russell, Guardian &c plaintiff against Mary J. Zion and others defendants, now pending in said Court on the 3rd day of September, 1891, the said George W. Russell was appointed a Commissioner for the purpose, and was directed to convey on the part of Emmet H. Russell Doris I. Russell and Rando L. Russell their undivided right, interest and title in and to a certain lot, tract or parcel of land containing ten acres and 76/100 of an acre to the parties of the second part in the quantities and proportion hereinafter stated. In consideration of the premises and of the price of Five Hundred dollars per acre paid in hand and secured to be paid, the receipt of all which is hereby acknowledged, the said George W. Russell, Commissioner as aforesaid doth by these presents, give grant bargain, sell deliver, release and convey all the undivided interest of the said Emmet H. Russell, Doris I. Russell and Rando L. Russell in and to a certain lot or parcel of land containing 10 acres and 76/100 of an acre lying and being in said County of Lee and on Cane Creek, to the parties of the second part in the quantities and proportions hereinafter stated.

The parcel of land of which an undivided half is hereby conveyed is bounded as follows to wit: Beginning on a stake at the northeast corner of the lot of land sold by said George W. Russell to the Pennington Gap Improvement Company and thence with the Zion or Dotson land N. 61 E. 306 1/2 feet, N. 61° - 20' E. 675 feet to a stake at the edge of the public road leading up to Pennington Gap, thence with the meanders of said road S. 15 1/2 E. 167 feet, S. 6° - 5' W. 208 feet S. 35° - 7' W. 395 feet S. 13° - 38' E. 305 feet to a stake on the north side of said roadway S. 87 1/2 W. 326 feet to a stake on a line of said Companys Russell tract, and thence N. 37 1/2 W. 663 feet to the beginning, to have and to hold said three infants undivided interest in said lot or parcel of land with all its appurtenances unto the parties of the second part in the quantities and proportion hereinafter stated. Of the said lot or parcel of land the said George W. Russell Commissioner as aforesaid doth



convey on the part of the said three infants their undivided interest in the following quantities of land to the following named persons to-wit: to R. M. Gibson one and one half acres; to H. E. Fugate, one and one half acres; to William T. Gilly one acre; to B. H. Sewell one acre; to D. C. Sewell and Mary Sewell jointly two acres, and to said R. M. Gibson, H. E. Fugate, W. T. Gilly, B. H. Sewell, and D. C. Sewell jointly the remaining three acres and 76/100 acres, and the said George W. Russell, Commissioner as aforesaid, covenants that he will only warrant specially the title of the said three infants, which is hereby conveyed. Witness the following signature and seal.

George W. Russell, Comr. (Seal)

Virginia, Lee County, to-wit:

I, E. W. Pennington, a Notary Public for said County & State, do hereby certify that George W. Russell, Comr. whose name is signed to the writing above bearing date on the 19th day of Sept. 1891, has acknowledged the same before me in my County aforesaid. Given under my hand this the 23rd day of Sept. 1891.

E. W. Pennington, N. P.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the said County the 29th day of May 1894, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

Deed Book No. 30, page 197 & 198.

A Copy. Teste: W. E. Pennington Clerk.



Geo. (a)  
Geo. H. Russell Com.

Toff Reed  
R. M. Gibson et al.

Copy

Clerk: \$0.85



THIS DEED made this 19th day of September, 1891 between George W. Russell of the County of Lee and State of Virginia, of the first part and R.M. Gibson, H. E. Fugate, Wm. T. Gilley, B. H. Sewell, and David C. Sewell and Mary C. Sewell his wife of the second part, WITNESSETH: That for and in consideration of the sum of (\$500.00) Five Hundred dollars per acre, one third of which is paid in hand and the remaining two thirds thereof is to be paid in two equal annual installments with interest from this date, for which deferred payments, notes are to be executed with good personal security; the receipt of all which is hereby acknowledged; the said George W. Russell doth by these presents, give grant, bargain sell release and convey to the parties of the second part in the quantities and proportions hereinafter named, all his undivided right interest and title, consisting of one moiety thereof, in and to the boundary of land hereinafter set out, lying and being in said County of Lee and on Cane Creek, containing ten acres and 76/100 of an acre, and the same is bounded as follows, to wit: Beginning on a stake at the northeast Corner of the lot of land sold by the said Russell to the Pennington Gap Improvement Company, and thence with the Zion or Dotson land N. 61 E. 306 1/2 feet N. 61°-20' E. 675 feet to a stake at the edge of the Public road leading up to Pennington Gap thence with the meanders of said road S. 15 1/2 E. 167 feet S. 6°-5' W. 208 feet, S. 35°-7' W. 395 feet S. 13°-38' E. 305 feet to a stake on the northside of the road way, thence with the north side of said roadway S. 87 1/2 W. 326 feet to a stake on a line of said Pennington Gap Improvement Company's Russell tract and thence N. 37 1/2 W. 663 feet to the beginning to have and to hold said Russells undivided interest in said lot or parcel of land, with all the appurtenances unto the parties of the second part in the quantities and proportions hereinafter stated. Of the lot or parcel of land before referred to, the said Russell hereby conveys his own undivided half interest in the following quantities, to the following named persons persons to wit; to R. M. Gibson, one and one half acres; to H. E. Fugate, one and one half acres, to William T. Gilly, one acre; to B. H. Sewell one acre; each individually, to D. C. Sewell and Mary C. Sewell his wife, jointly two acres: and said R. M. Gibson, H. E. Fugate William T. Gilley, B. H. Sewell and D. C. Sewell jointly, the remaining three acres and 76/100 of an acre. And the said George W. Russell here-



by covenant s that he has good right and title to the one undivided half of said land, that he has done no act to encumber the same, and that he will warrant generally the title to the said undivided half interest of land hereby conveyed. Witness the following signature and seal.

George W. Russell (Seal)

Virginia, Lee County, to-wit:

I, E. W. Pennington a Notary Public for the County and State aforesaid, do hereby certify that George W. Russell whose name is signed to to the writing above bearing date the 19th day of Sept. 1891 has acknowledged the same before me in my County aforesaid. Given under my hand this the 23rd day of Sept. 1891.

E. W. Pennington, N. P.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the said County the 29th day of May, 1894, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: S. V. F. Richmond, Clerk.

Deed Book No. 30 page 199 & 200.

A Copy. Teste: H. T. Ewing Clerk.



(13)  
G. H. Russell

Joel Deed

R. M. Gibson et al

Copy:

Clerk: \$0.75



THIS DEED made this the 23rd day of September, 1891, between R. M. Gibson and Susie F. Gibson his wife, W. T. Gilly and Lizzie E. Gilly his wife D. C. Sewell and Mary C. Sewell his wife, H. E. Fugate and B. H. Sewell parties of the first part, and H. C. Joslyn party of the second part, all of the County of Lee and State of Virginia: WITNESSETH, that the parties of the first part for and in consideration of the sum of five hundred dollars, one third of which is in hand paid, the receipt of which is hereby acknowledged, and the residue in two equal annual installments payable in one and two years for which notes are executed bearing interest from this day, do hereby grant, bargain, sell, and convey unto the said H. C. Joslyn and his heirs an undivided one acre of land in the following described lot or tract of land lying in Lee County Virginia, to-wit: That certain tract or parcel of land containing ten and seventy six one hundredths acres, sold and conveyed by G. W. Russell for himself and as commissioner to the parties of the first part by deeds bearing date on the 19th day of September, 1891, and reference is hereby made to said deeds for a full and particular description of said tract of land.

To have and to hold said undivided one acre of land in said tract of land with its appurtenances unto the said Joslyn and his heirs forever. And the parties of the first part hereby covenant with the said H. C. Joslyn that they will warrant generally said undivided one acre of land hereby conveyed.

WITNESS the following signatures and seals the day and year first above written.

Robt. M. Gibson	(Seal)
Susie F. Gibson	(Seal)
W. T. Gilly	(Seal)
Lizzie E. Gilly	(Seal)
D. C. Sewell	(Seal)
Mary C. Sewell	(Seal)
H. E. Fugate	(Seal)
B. H. Sewell	(Seal)



State of Virginia, County of Lee, to-wit:

I, John R. Gibson Clerk of the County Court for the County aforesaid, in the State of Virginia, do certify that Robt. M. Gibson, W. T. Gilly, D. C. Sewell, and Mary C. Sewell his wife, H. E. Fugate and B. H. Sewell, whose names are signed to the writing above bearing date on the 23rd day of September, 1891 have acknowledged the same before me in my County aforesaid.

Given under my hand this the 10th day of February, 1892.

John R. Gibson, Clerk.

Virginia, Lee County, to-wit:

I, E. W. Pennington a Notary Public in and for the County & State aforesaid do hereby certify that Lizzie E. Gilly and Susie F. Gibson whose names are signed to the writing above bearing date on the 23rd day of September, 1891, have acknowledged the same before me in my County aforesaid.

Given under my hand this the 18th day of Feb. 1892.

E. W. Pennington, N. P.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the said County December 12th, 1892 this deed was presented and together with the certificate there-to annexed, admitted to record.

Teste: John R. Gibson, Clerk.

Deed Book No. 29, page 122 & 123.

A Copy. Teste: H. E. Fugate Clerk.



(6)

R. M. Gibson et al

30th Deed

H. C. Joslyn

Copy

clerk: 60¢



THIS DEED, made this the 16th day of October, 1891 between B. H. Sewell, H. E. Fugate J. T. Fugate, H. C. Joslyn, and Sarah J. His wife, D. C. Sewell and Mary C. his wife, William T. Gilly and Lizzie E. his wife, and R. M. Gibson and Susie F. his wife, parties of the first part and A. G. Hyatt Trustee, party of the second part, all of the County of Lee and State of Virginia: WITNESSETH that where-<sup>the</sup> as George W. Russell in his own right and as commissioner in Chancery cause now pending in the Circuit Court of Lee County, Virginia, of George W. Russell guardian &c. against Mary J. Zion, & others did by two deeds dated on the 19th day of Sept. 1891, convey to R. M. Gibson H. E. Fugate, W. T. Gilly, B. H. Sewell, and David C. Sewell and Mary C. Sewell his wife a certain tract or parcel of land situated lying and being in said County and State containing ten and 76/100 acres in the quantities and proportions as follows, to-wit: to R. M. Gibson, one and one half acres to Wm. T. Gilly one acre to B. H. Sewell one acre, to D. C. Sewell and Mary C. Sewell jointly two acres and to R. M. Gibson, H. E. Fugate, William T. Gilly, B. H. Sewell and D. C. Sewell jointly the remaining three and 76/100 acres of said tract all of which said interests are undivided. And whereas afterwards to-wit: by deeds dated on the 23rd day of September, 1891, the said R. M. Gibson and Susie F. his wife, W. T. Gilly and Lizzie E. his wife, D. C. Sewell and Mary C. His wife, H. E. Fugate and B. H. Sewell did convey to H. C. Joslyn and J. T. Fugate each an undivided one acre of said tract of land, Said tract of land together with the several interests therein is fully described and set out in the first two deeds first above mentioned. And whereas said lot or tract of land was purchased by the parties of the first part for the purpose of being laid out into town lots, streets and alleys, which has been done as is fully shown by a plat duly made and recorded in the Clerk's Office of the Lee County Court in Deed Book No. page to which reference is here made. And whereas said parties of the first part desire to sell and convey said lots and in order to accomplish said object with facility, it is mutually agreed to vest the title to said land in a trustee for the purpose of making said conveyances, and taking notes



for deferred payments in his name as such trustee, and the duties and powers of said Trustee, are prescribed and set out in an agreement entered into by the parties of the first part, bearing even date herewith, and of record in the Clerk's office of the County Court of Lee County, Virginia. And reference is hereby made to said agreement which said trustee shall follow. Now this deed further WITNESSETH, that for and in consideration of the premises aforesaid, and of one dollar cash in hand paid, the said parties of the first part, do hereby grant and convey unto the said A. G. Hyatt, Trustee as aforesaid the following described tract or parcel of land lying and being in Lee County Va. to-wit: All that certain tract or parcel of land conveyed by G. W. Russell in his own right and as commissioner aforesaid, by deeds dated on the 19th day of Sept. 1891 to R. M. Gibson, H. E. Fugate, W. T. Gilly, B. H. Sewell, and D. C. Sewell, and Mary C. Sewell, his wife, which tract of land contains ten and 76/100 acres, and reference is hereby made to said deeds for a full and particular description of said tract of land, And the parties of the first hereby covenant with said A. G. Hyatt Trustee as aforesaid that they will warrant generally the tract of land hereby conveyed.

WITNESS the following signatures and seals the day and year first above written.

B. H. Sewell	(Seal)
H. E. Fugate	(Seal)
J. T. Fugate	(Seal)
Henry C. Joslyn	(Seal)
Sarah J. Joslyn	(Seal)
D. C. Sewell	(Seal)
Mary C. Sewell	(Seal)
W. T. Gilly	(Seal)
Lizzie E. Gilly	(Seal)
Robert M. Gibson	(Seal)
Susie F. Gibson	

State of Virginia, County of Lee, to-wit:



I, John R. Gibson, Clerk of the County Court, for the County aforesaid, in the state of Virginia, do certify that B. H. Sewell, H. E. Fugate, Henry C. Joslyn and Sarah J. Joslyn his wife, D. C. Sewell and Mary C. Sewell his wife, W. T. Gilly and Robt. M. Gibson whose names are signed to the writing above bearing date on the 16th day of October, 1891 have acknowledged the same before me in my County aforesaid.

Given under my hand this the 10th, day of Feby. 1892.

John R. Gibson, Clerk.

Virginia, Lee County, to-wit:

I, E. W. Pennington a Notary Public in and for the County and State aforesaid do hereby certify that Susie F. Gibson and Lizzie E. Gilly whose names are signed to the writing above bearing date on the 16th day of October, 1891, have acknowledged the same before me in my County aforesaid.

Given under my hand this the 18th day of Feb. 1892.

E. W. Pennington, N. P.

Lee County, to-wit:

I, L. D. Fulkerson a Notary Public for the County aforesaid in the State of Virginia, do certify that J. T. Fugate whose name is signed to the writing above bearing date on the 16th day of October, 1891, has acknowledged the same before me in my County aforesaid.

Given under my hand this 22nd day of March, 1892.

L. D. Fulkerson, Notary Public.

Virginia, Lee County, to-wit:

In the office of the Clerk of the said County, May 4th, 1892, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste: J. R. Gibson Clerk.

Deed Book No. 27, page 578 etc.

A Copy.

Teste: W. T. Gilly Clerk.



(D)  
R. M. Gibson et al

Toll Deed

A. S. Hyatt, Trustee

~~~~~

Clerk \$1.20

Copy



THIS DEED made this 21 day of March 1903, by and between A. G. Hyatt, Trustee for the East Penn. Gap Addition party of the first part and P. H. Allen party of the second part; Witnesseth; That for and in consideration of the sum of \$118.75 paid and to be paid to the party of the first part by the said P. H. Allen as follows, to-wit:

Cash in hand the receipt of all which is hereby acknowledged. The said party of the first part doth hereby grant, bargain, sell and convey with covenants of special warrantee one certain lot or parcel of land lying and being in the town of Pennington Gap Va., as shown on the plat of the East Pennington Gap Addition duly recorded in Lee County Court Clerks Office and on said plot known as lot No. one in Block Four fronting (50) fifty feet on Morgan street and running back 100 feet from said street or to the Dotson line on the Course as shown on said plot. To have and to hold said lot or parcel of land with all the appurtenances thereto belonging or in anywise appertaining unto the said P. H. Allen party of the second part, his heirs and assigns in fee simple. Witness the following signatures and seal the day and year first above written.

A. G. Hyatt, Trustee, for East Pennington  
Gap Addition.

Virginia, Lee County, to-wit:

I, W. T. Orr, a Justice of the Peace for the County of Lee in the State of Virginia, do hereby certify that A. G. Hyatt whose name is signed to the foregoing writing bearing date 21 day of March 1903, has acknowledged the same before me in my County aforesaid, and I do further certify that the said A. G. Hyatt acknowledged that he is duly authorized and qualified to execute the said deed, as Trustee for the East Pennington Gap Addition of Pennington Gap Virginia.

Given under my hand this 21 day of March, 1903.

W. T. Orr, J. P.

Virginia, Lee County, to-wit:

In the Office of the Clerk of the County Court for said County, the 27th day of July, 1903. This deed was presented, and together with the certificate of acknowledgment a thereto annexed, admitted to record.

Teste: B. M. Morgan, Clerk.

Deed Book No. 40, page 457.

A Copy. Teste *W. E. Harvey* Clerk.



"E"  
A. G. Hyatt, Trustee

To Deed

P. H. Allen  
~~~~~

Copy

Blank: 45-



THIS DEED, made this 31st day of March in the year 1894 between Robert M. Gibson and Susan his wife of the County of Lee and State of Va. parties of the first part and C. T. Duncan Trustee of the County aforesaid party of the second part, WITNESSETH: That the said parties of the first sell and grant unto the said party of the second part the following property, to-wit: two Bay Mares one sorrell horse three years old three colts, one cow, two calves, one yearling heifer, and four sheep and also all the following real estate located and situate at and near the town of Pennington Gap, in the County of Lee and State of Virginia to-wit: All the right title and interest of the parties of the first part in all that certain tract or parcel of land conveyed to the said R. M. Gibson, B. H. Sewell and others by George W. Russell and further described and referred to in a deed dated on the 16th day of October, 1891 by B. H. Sewell & others to A. H. Hyatt trustee, to which said deeds, which are duly recorded in the Clerk's Office of the Lee County Court, reference is here made for a more particular description. The interest here conveyed being one and one half acres, undivided and one undivided fifth part of 3 76/100 acres of said 10 76/100 acres.

In TRUST to secure to the holder of the hereinafter described notes to-wit one note for the sum of fifty dollars with its interest due to Z. S. Gibson Sn from R. M. Gibson and for which the said Z. S. Gibson Jun. is security and to indemnify and save harmless the said Z. S. Gibson Jun. as the security of the R. M. Gibson to the Powells Valley bank for the sum of \$500.00 and on which said Z.S. Gibson has already paid to said bank the sum of \$200, which is credited on said note and further to secure the said Z. S. Gibson as the surety of the said R. M. Gibson in notes executed to George W. Russell amounting to the sum of \$ .

In the event that default shall be made in the payment of the above mentioned sums of money or any of them as they become due and payable, or should Z. S. Gibson Jun. have to pay any of said sums then the Trustee on being required so to do by said Z. S. Gibson Jun. should proceed to sell said property or any of it or so much thereof as is



necessary to pay to said Z. S. Gibson whatever sums he has paid on said debts. And it is covenanted and agreed between the parties aforesaid that in case of a sale the same shall be made after first advertising the time, place and terms thereof for thirty days in some newspaper Published in the County of Lee and upon the following terms, to-wit: for cash as to so much of the proceeds as may be necessary to defray the expense of executing this trust, including a trustee's Commission of five per centum, the fees for drawing and recording this deed, if then unpaid, and to discharge the amount of money then payable upon the said several debts aforesaid to the said Z. S. Gibson Jn. on account of money paid out by him on said debts aforesaid and if there be any residue of said purchase money, the same shall be made payable at such time, and secured in such manner as the said parties of the first part, their executors, administrators, or assigns shall prescribe and direct, or in case of their failure to give such direction at such time and in such manner as the said Trustee, or either of them shall think fit, the said parties of the first part covenant to pay all taxes, assessments, dues, and charges upon the said property hereby conveyed so long as they or their heirs or assigns shall hold the same, and hereby waive the benefit of their Homestead Exemptions as to the debt secured by this deed.

If no default shall be made in the payment of the above mentioned debts then upon the request of the parties of the first part a good and sufficient deed of release shall be executed to them or their assigns at their own proper costs and charges.

WITNESS the following signature and seal.

R. M. Gibson (Seal)

Susan Gibson (Seal)

State of Tennessee, Claiborne County, SS.

Personally appeared in said County before me J. H. Quillen a Notary Public, duly elected, Commissioned and sworn for said County, the within named bargainors R. M. Gibson, Susan Gibson his wife with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. And Susan Gibson wife of the said R. M. Gibson having appeared before me



privately and apart from her husband, said Susan Gibson acknowledged the execution of the said Deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint <sup>said</sup> from her husband, and for the purpose therein expressed.

WITNESS my hand and official seal at Office in Cumberland Gap

5th day of April, A. D. eighteen hundred and 94.

J. H. Quillen

Notary Public in and for  
said County.



Virginia, Lee County, to-wit:

In the office of the Clerk of the said County Court for the County of Lee the 10th day of April, 1894, this deed was presented, and with certificate annexed, admitted to record.

Teste:

S. V. F. Richmond, Clerk.

Deed Book No 30, page 210.

A Copy. Teste: H. T. Ewing Clerk.



(5)

R. M. Gibson & wife

To // Deed Trust

C. J. Duncan,  
Trustee

~~~~~  
~~~~~

Copy

Cher R. \$100



Wright Stickley

R. M. Gibson et al

In Chy.

Calculation showing balance due on Bud  
of Trust to C. T. Duncan, trustee for &c.

R. M. Gibson to J. S. Gibson,

Dr.

1893, Dec. 21.	To amt. pd. on Bank note,		\$200 00
	" Int. on same to Apr. 16 <sup>th</sup> , 1894,		3 83
1894, Apr. 16.	" Amt. pd. on Bank note,		100 00
	Total Due Apr. 16 <sup>th</sup> , 1894,		\$303 83
1894 Apr. 16.	By 2 Bay mares,	\$130.00	
	" 1 Sorrel Horse,	50.00	
	" 3 Colts,	110.00	290 00
	To Bal. due Apr. 16, 1894,		\$ 13 83
	" Int. on bal. to May 21 <sup>st</sup> , 1894,		08
1894, May 21.	" Amt. pd. on Bank debt,		60 00
	" Amt. due May 21 <sup>st</sup> , 1894,		\$73 91
"	By Cow and calf,	\$ 28.00	
	" Yearlings,	34.00	
	" Sheep,	4.00	66 00
	To Bal. due May 21 <sup>st</sup> , 1894,		\$ 7 91
	" Int. on bal. to Oct. 10 <sup>th</sup> , 1894,		18
1894 Aug. 20	" Amt. pd. on Bank debt,		70 00
	" Int on same to Oct. 10 <sup>th</sup> , 1894,		58
1894, Oct. 5,	" Amt. pd. on Bank debt		74 50
	" Int. on same to Oct. 10 <sup>th</sup> , 1894		06
	" Amt. due Oct. 10 <sup>th</sup> , 1894,		\$153 23



2.

1894, Oct. 10,	To this amt. bro't forward,	\$ 72.55-	\$153 23
	By Alex. Fitts note,		
	" Robt. Moore ",	28.00	100 55-
1895- Oct. 21 <sup>st</sup>	To Bal. due Oct. 10 <sup>th</sup> , 1894,		\$ 52 68
	" Int. on same to Jan. 7, 1896,		3 92
	" Amt. on Geo. Russell notes,		136 58
	" " " " " "		13 42
	" Int. on said two last notes to Jan. 7, 1896,		1 90
1896, Jan. 7 <sup>th</sup>	To Amt. due Jan. 7 <sup>th</sup> , 1896,		\$208 50
	By Isaaciah Scott note,		75 33
	To Bal. due Jan. 7, 1896,		\$133 17
1897, Jan. 18	" Int. on same to Mar. 27 <sup>th</sup> , 1897,		9 77
	" Amt. p'd. on Russell notes,		125 00
	" Int. on same to Mar. 27 <sup>th</sup> , 1897,		1 44
1897, Mar. 27	To Amt. due Mar. 27, 1897,		\$269 38
	By Wm. Goode note,		53 80
	To Bal. due Mar. 27, 1897,		\$215 58
	" Int. on same to Dec. 10, 1898		22 03
1898 Dec. 10 <sup>th</sup>	To Amt. due Dec. 10 <sup>th</sup> , 1898,		\$237 61
	By Samuel Burchett note,		69 15-
	To Bal. due Dec. 10 <sup>th</sup> , 1898		\$168 46



1899, Oct. 4 <sup>th</sup>	To this amt. bro't forward,	\$168	46
	" Int. on same to Apr. 2, 1900,	13	25-
	" Amt. pd. on Russell notes	217	46
	" Int. on same to Apr. 2 <sup>nd</sup> , 1900,	6	45-
1900, Apr. 2,	To Amt. due Apr. 2, 1900,	\$405	62
	By Amt. of H. C. Devault note,	183	13
	To Bal. due Apr. 2, 1900,	\$222	49
	" Int. on same to May 15 <sup>th</sup> , 1905,	68	34
	To amt. due as of May 15 <sup>th</sup> , 1905,	\$290	83
	Add to above the note to J. S. Gibson, Sr.,	50	00
	Int. on said note about 12 yrs.	36	00
	To Total Due on Debts secured by Deed of Trust,	\$376	83
1905, May 15,			



Calculation

"B"



NOTICE.

At a Circuit Court for the County of Lee, continued and held  
on the 13th day of December, 1905, at the Court-house of said County:

Wright Stickley,

Complt.

vs.

In Chy.

R.M.Gibson et al.,

Defts.

-----  
EXTRACT FROM DECREE.

\*\*\*\*\*"On consideration of all which it is adjudged, or-  
dered and decreed that A.M.Goins, who is hereby appointed a special  
commissioner for that purpose, will, after having given the parties  
or their attorneys five (5) days notice of the time and place of  
his sitting, proceed to ascertain and report to this court at its  
next term the amount and description of the interest of R.M.Gibson  
in the land described in this cause"\*\*\*\*\*

A Copy, Teste:-

....., Clerk.

-----  
COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing  
is an extract, will take notice that, on the 20th day of January,  
1906, at my office in the town of Jonesville, I shall proceed to  
execute the same, when and where they are required to attend, with  
such books, papers and evidence as will enable me to comply with  
the order of the court. This January 9th, 1906.

..... *A. M. Goins,*

Commissioner.



"N."

Wright Stickley  
vs. Notice for Acct.

R. M. Gibson et al.

Date, Jan. 20<sup>th</sup>, 1906.

Legal service of the  
within notice is  
accepted for Plt.  
Jany 10, 1906

Pennington Bros & Co  
G. J. D. Mason



L-A-N-D- S-A L E .

---:---:---

Wright Stickley - - - - - Plaintiff.

vs.

In Chancery.

R. M. Gibson et al - - - - - Defendants.

Pursuant to decrees entered by the Circuit Court of Lee County, Virginia, in the above styled cause, the undersigned, a Special Commissioner appointed for the purpose, will, on the 16th day of April, 1906, sell, at public out-cry, to the highest bidder, at the front door of the Courthouse, the undivided interest of R.M. Gibson in the plat, or parcel of land, known as the real estate of the East Pennington Gap Improvement Company. This parcel of land is situated at or near the town of Pennington Gap, and originally contained 10.76 acres, and the interest of the said R.M. Gibson was  $926/5380$  of said land. Said tract has been laid off into lots, streets and alleys, and there were originally 97 lots, now 22 of which have been sold, and what I am directed to sell is  $926/5380$  of the remaining lots. The title to this property is considered good, but as Special Commissioner I will warrant the title Specially.

Terms of Sale : A sum in cash sufficient to pay the costs of suit and the Commission of sale will be required to be paid down in cash, the residue in three equal installments due respectively on six, twelve and eighteen months, for which notes will be required with good security.

An opportunity is now offered to purchasers desiring an interest in valuable town property.

This the 15th day of March, 1906.

W. L. Bureau  
Special Commissioner.

The Bond required by the decree in the above styled cause has been duly executed.

J. H. T. Cuning Clerk.



# Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and costs.	Amount and Date of Credits.
Mar 5 <sup>th</sup> 1902	A. J. Myers J. P.	April 21 <sup>st</sup> 1902	Wright Stickley against } In Debt R. M. Gibson + J. E. McDowell	Judgment, That the Plaintiff recover of the defendant \$33.96, with in- terest thereon from the 9 day of June 1899 till paid, and \$1.50. for costs + clerk 25¢	



Wright Stickley  
vs. { In Chy.

R. M. Gibson et al.

---

#  
Transcript of  
Judgment of  
Wright Stickley  
vs.

R. M. Gibson & J. E. M.  
Dowell.  
#



For value received I hereby assign my recovery against R.M. Gibson on deed of trust amounting to \$591.81, allowed to me in the Chancery cause of Wright Stickly against R.M. Gibson et al to John W. Trent and Robert Gibson. This the 16th day of April, 1906.

R. S. Gibson (SEAL)



4

We agree and bind ourselves to pay to C.T.Duncan, Special Commissioner in the Chancery cause of Wright Stickley vs. Robert M. Gibson and other, the sum of \$591.81, bearing interest from date, payable in three equal installments, due respectively in six, twelve and eighteen months, and as to this obligation we each waive the benefit of our homestead exemptions.

Witness our hands and seals this the 16th day of April, 1906.

John W. Trever (SEAL)

Robert Gibson (SEAL)

J. S. Gibson (SEAL)

U



# Calculation including G. W. Russell Note

R. M. Gibson

	1893.	To. J. S. Gibson	Dr
Dec 21.		To amt paid on Bank note.	200.00
		Int on same to Apr 16 <sup>th</sup> 1894	15.83 (\$3.83)
1894 Apr 16		To amt paid on Bank note	100.00
		Total. April 16 <sup>th</sup> 1894.	\$315.83
Apr 16 1894		By 2 Bay mares.	\$130.00
		" 1 Sorrell Horse	50.00
		" 3 colts	110.00
			290.00
		Bal due April 16 1894	25.83 (\$13.83)
		To Int on same to May 21 <sup>st</sup> 1894	11.08
May 21		" Amt paid on Bank debt	60.00
		Amt due May 21 <sup>st</sup>	85.96 \$73.91
" "		By 6 ewes & calf	28.00
		" Meadows	34.00
		" Sheep	4.00
			66.00 (\$7.91)
		Bal due May 21 <sup>st</sup> 1894	19.86
1904 Aug 20		To Int on same to <sup>Aug 20, 1904</sup> Oct. 10 <sup>th</sup> 1894	4.0
		" Amt paid on Bank note.	70.00
		" Int on same to Oct 10 <sup>th</sup> 1894	58.
1904 Oct. 5		" Amt paid on Bank note	74.50
		Int on same to Oct 10, 1904	106
		Bal due Oct 10 94	165.44
Oct 10		By Alex. Fells note	72.55
" "		" Robert Moore "	28.00
			100.55 (\$3.23)
		Bal due Oct 10 94	64.89
1895 Oct 21 <sup>st</sup>		To Int on same to Jan 7 <sup>th</sup> 1896.	4.86 \$3.92
" "		" Amt paid on Geo Russell Note	136.58
" "		" " " " " "	1342
" "		" Int on said two last sums to Jan 7 <sup>th</sup> 1896	188.90
		Amt due Jan 7. 1896	221.63 \$308.50
1896 Jan 7		By Isaac C. Scott note	75.33
		Bal Due Jan 7 1896.	\$146.30



897  
Jan 18.

Nov 27

1898  
Dec 10

1900  
Apr 2

To amt due Jan 7 <sup>th</sup> 1896 but paid	<sup>133.17</sup>	\$146.30
" amt due same to March 27 <sup>th</sup> 1897	<sup>9.77</sup>	10.73
To amt paid on Russell note		125.00
" amt due same to March 27 1897,	<sup>1.44</sup>	1.45
amt due Mar 27 "	<sup>264.38</sup>	283.48
By H <sup>m</sup> Good note		53.80
amt due March 27 1897,	<sup>215.58</sup>	229.68
To Interest on same to Dec 10 1898.	<sup>22.03</sup>	23.53
amt due Dec 10 1898	<sup>237.61</sup>	253.21
By Samuel Burchett note,		69.15
amt due Dec 10 <sup>th</sup> 1898.	<sup>168.46</sup>	184.06
To amt due same to April 2. 1900.	<sup>13.25</sup>	12.78
" amt paid on Russell note Oct 4-1899.		217.26
amt due same to Apr 2. 1900.	<sup>43</sup>	6.52
amt due Apr 2 1900	<sup>405.62</sup>	420.59
By amt of H <sup>c</sup> Devault note		183.13
amt due May 15 <sup>th</sup> 1905,	<sup>222.49</sup>	237.46
	<sup>68.34</sup>	78.86
	<sup>290.83</sup>	\$316.32
Ad d Z. S. Gibson note 50.00		
12 yrs Interest	36	86.00
amt due on Trust Dec		\$402.32

R. M. Gibson  
to Z. S. Gibson

Whit "X"



Calculation Excluding G. W. Russell  
Notes.

R. M. Gibson

	1892	To J. S. Gibson Jr	Dr	
Decr 21		To amt paid on Bank debt (Sundry Trust)	\$ 200.00	
		" Int on same to Apr 16 <sup>th</sup> 1894	15.83	
1894 Apr 16		" Amount paid on Bank debt.	100.00	
		Total April 16 1894	\$ 315.83	
Apr 16.		By 2 Bay mares (deed of trust)	\$ 130.00	
		" 1 Sorrel Horse "	50.00	
		" 3 Cows "	110.00	290.00
		Bal due April 16 <sup>th</sup> 1894	\$ 25.83	
		To Int on same to May 21 "	13.	
May 21		" Amt paid on Bank debt	60.00	
		Total due May 21 "	\$ 85.96	
May 21		By Cow and calf Deed of Trust	28.00	
		" Yearlings "	34.00	
		" 4 Sheep "	40.00	66.00
		Bal due. May 21. 1894	\$ 19.96	
		To Int on same to Feby 21. 1905	1287	
Aug 20		" Amt paid on Bank debt Aug 20 1894	70.00	
		" Int on same to Feby 21. 1905	44.10	
Oct 5.		" Amt paid on Bank debt Oct 5 1894	74.50	
		" Int on same to Feby 21 <sup>st</sup> 1905.	46.50	
		" J. S. Gibson sen note due Oct 5 1892	50.00	
		" Int 12 years	36.00	
		Bal due Feby 21 <sup>st</sup>	\$ 363.93	

This does not include the  
Russell Debts. or notes  
But only the Bank debt and  
The J. S. Gibson sen note



R. M. Gibson  
To 1/3 Amt due on Dec.  
of Trust  
J. S. Gibson.



\$ 500.

Jonesville, Va., April 2 1893 .

Ninety days after date we promise, jointly and severally,  
to pay MORGAN & ANDERSON, private bankers, the sum of Five Hundred ..  
dollars and No cents, at POWELL'S VALLEY  
BANK, for value received, and we each waive the benefit of our homestead exemption as to this  
debt. Given under our hands the day above written.

Due July 1 - 1893 .

R. M. Gibson  
B. S. Gibson

Interest paid to Oct 7 1893

Interest paid on \$500. to Dec 15/93

Int paid to April 16 1894



1893.

Dec. 21. By Check. <sup>500</sup> 200.00

1894 Bal - 300.00

Apr 16. By cash. 100.00

Bal 200.00

Br May 21 1894 By cash 60.00

" Aug. 20, 1894 " 70.00

" Oct 5 1894 - - 74.50

X.I

Quincy Valley Bank

Mr J. S. Brown has paid us in  
the sum of \$504.50 the part of  
which was paid in Oct 5 1894.



C. A. RUSSELL, General Merchant,

JONESVILLE, VA.

\$125

Jonesville, Va. September 23, 1891.

Two years — ~~days~~ after date we promise to pay  
to Geo. W. Russell Commissioner The sum  
of One hundred & twenty five — <sup>100</sup> Dollars,  
with interest from date

Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness hand and seal

No 174

DUE: Sept. 23, 1893.

Robt. M. Gibson [SEAL.]

J. S. Gibson Surety [SEAL.]



Bal due Oct 4, '99, \$185.20

11' X



C. A. RUSSELL, General Merchant,  
JONESVILLE, VA.

\$ 125<sup>00</sup>

Jonesville, Va. *Sept. 23.* 1891.

Two years ~~days~~ after date we promise to pay  
to *Geo. W. Russell or order,*  
the sum of One hundred & Twenty five <sup>100</sup> Dollars,  
with interest from date

Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness hand <sup>our</sup> and seal S

N<sup>o</sup> 173.

DUE: *Sept. 23. 1893.*

*Robt. M. Gibson* [SEAL.]

*J. S. Gibson Surety* [SEAL.]



Oct. 21. 1895-

Cr. by Cash by J. S. Gibson  
\$13.42

Jan 18. 1897 By Cash for

J. O. Gibson & Co for

J. S. Gibson \$125.00

Balance of 4.99 \$32.20



C. A. RUSSELL, General Merchant,

JONESVILLE, VA.

\$ 125-00

Jonesville, Va. September 23 1891

Twelve months ~~days~~ after date we promise to pay  
to Geo. W. Russell Commissioner The sum  
of One hundred & twenty five — Dollars,  
with interest from date

100

Value received, waiving all Homestead and Exemption Laws as to this debt.

Witness hand and seal

DUE: Sept 23, 1892

No 172

Robt. M. Gibson [SEAL.]

J. S. Gibson Surety [SEAL.]



✓

May 27. 1874.  
cr. by notes of  
Joh. Potlett & wife  
\$19.08

Oct. 21. 1875 cr. by  
cash by J. S. Gibson  
\$136<sup>5</sup>/<sub>8</sub>

2nd Oct 1875



C. T. Duncan  
Attorney at Law  
Jonesville, Va.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU That you summon *R. M. Gibson,*  
*A. G. Hyatt, Trustee, P. H. Allen, G. S.*  
*Gibson & C. F. Duncan, Trustee,*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be  
held for the said court, on the *1st* Monday in *Dec.*, 190*4*, to answer a  
bill in chancery exhibited against *them* in our said court by  
*Wright Stickley*

And have then there this writ. Witness, *N. C. Ewing*  
*A. B. MURSEY*, Clerk of our said Court,  
at the court-house, the *22<sup>nd</sup>* day of *Nov.*, 190*4*, and in the 12 *9<sup>th</sup>*  
year of the Commonwealth.

*N. C. Ewing*, Clerk.



Wright Stickley

vs.

SUBPEONA

IN CHANCERY.

R. M. Gibson et al

P. Bros p. q.

To 1st Dec. Rules.

Lee Circuit Court.

Enclosed by delivering to  
each of the named  
defendants, a copy of the within  
sub. This Dec. 1st, 1904.

O. M. Ball  
S. L. C.



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

*again*  
WE COMMAND YOU, That you summon *R. M. Gibson, A. G. Hyatt, Trust-*  
*tees, P. H. Allen, J. S. Gibson, C. T. Duncan,*  
*Trustee, & Geo. W. Russell*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held  
for the said court, on the *1st* Monday in *Feby* *1905* ~~189~~, to answer a  
bill in chancery exhibited against *them* in our said court by

*Wright Stickley*

And have then there this writ. Witness, *H. C. Ewing*  
*A. B. Mensey*, Clerk of our said Court, at the  
court-house, the *12* day of *January* *1905* ~~189~~, and in the *129th* year of the  
Commonwealth.

*H. C. Ewing, Clerk.*



*Wright Stickley*  
US. { SUBPOENA  
IN CHANCERY

*R. M. Gibson et al*

*Pennington Bros.* p. q.

To *1st Feb* Rules.

*2nd Circuit* Court.  
*1905*

Execution by delivering  
to each of the defendants  
an attested office copy of  
this within ten days.  
*Feb 1st 1905*

*T. M. Bates* Esq



THE COMMONWEALTH OF VIRGINIA,

To the Sheriff of the County of Lee,--greeting:

We command you, that you summon.....*W. T. Gilley*.....

..... to appear before the undersigned, a  
Commissioner in Chancery of the Circuit Court of the County of Lee,  
at his office in the town of Jonesville, Va., on the 10th day of  
February, 1906, to testify, and the truth to say on behalf of the  
plaintiff in a certain matter in controversy in our said court de-  
pending and undetermined, between *Wright* Stickley, plaintiff, and  
R.M.Gibson et al., defendants; and this he will in no wise omit un-  
der the penalty of \$20.00, and have then there this writ.

WITNESS A.M.Goins, Commissioner in Chancery of the said Court,  
at his office this 7th day of Feb., 1906, in the 130th year of the  
Commonwealth.

.....*A. M. Goins*.....  
Commissioner in Chancery.

Teste:

.....  
Commissioner in Chancery.

\*\*\*\*\*



Wright Stickley

vs. } In Chy.

R. M. Gibson et al.

For Feb. 10<sup>th</sup>, 1906.

Executed by summoning  
<sup>at his home</sup>  
Mrs W. M. Gilley as directed  
in the within summon,  
and by delivering to  
him an attested copy  
of the within summon,  
this Feb. 8, 1906.

J. J. Hughes D.S.

for P. M. Ball, S. L. C.

H



Wright Steadley

v <sup>3</sup>/<sub>4</sub> Dr Chomney

R. M. Libbott & Co